

CONSENT TO SPECIAL MEETING OF
BOARD OF DIRECTORS OF
D.L. CO., NEVADA, a Nevada corporation

The undersigned, being the Board of Directors of D.L. CO., NEVADA do hereby consent to the holding of a special meeting of said Board on the 15th day of March, 1982, at ten o'clock a.m., at the office of the corporation, 520 - 16th Street, Oakland, California, and do waive notice of said meeting and consent to the transaction of any business that may come before said meeting.

DATED: March 15, 1982

Albert H. Gaskin
Donald P. Gaskin *Richard E. Keeler*

MINUTES

Pursuant to the foregoing written consent, a special meeting of the Board of Directors was had at the time and place specified. All of the Directors were present, or consented in writing to the holding of said meeting.

WHEREAS, this corporation is an owner of an undivided 50% interest in that certain property located at 411 Ansel Street, Greenville, South Carolina, which said property is subject to a Lease dated August 31, 1972, made by and between Extendicare/South Carolina, Inc., a South Carolina corporation, as Lessor, and NHE/South Carolina, Inc., a South Carolina corporation, as Lessee, and National Health Enterprises, Inc., as Guarantor, for the said premises, together with the personal property, furniture, and fixtures located therein, which said Lease was modified by an Agreement entitled Modification of Lease dated July 11th, 1979, made by and between NHE/South Carolina Inc., Lessee, National Health Enterprises, Inc., Guarantor, and D.L. CO., NEVADA and R.K. CO., NEVADA, Lessors; and

WHEREAS, said Modification of Lease provides that the Lessee is granted an option to purchase the demised premises and the leased furniture (option property) for the purchase price of \$785,000.00 and on the terms and conditions specified therein, namely deduct from the said purchase price the balance due on any Deed or Deeds of Trust existing as encumbrances on or against the subject property, with the balance of the purchase price being paid \$227,000.00 or more in cash as a downpayment (Buyer assuming the balance owing on the first deed of trust and hold Seller free and harmless therefrom) with the balance evidenced by a note and second deed of trust bearing interest at 10 percent per annum, payable in monthly installments of \$4,000.00 or more, including interest; with provision for an additional principal payment of \$42,500.00 on

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